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PT21. 79208



Doc# 2306022045 Fee \$63.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/01/2023 11:38 AM PG: 1 OF 7

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Brenda Goerks, Esq. / 305 374 5600</b>
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <div style="border: 1px solid black; padding: 5px;"> <p><b>Brenda Goerks, Esq.</b>  <b>Akerman LLP</b>  <b>98 SE 7th Street</b>  <b>Suite 1100</b>  <b>Miami, Florida 33131</b></p> </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>420 N MAY PROPERTY, LLC</b>					
OR	1b. INDIVIDUAL'S SURNAME <b>c/o Crescent Heights Group</b>	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS <b>2200 Biscayne Boulevard</b>		CITY <b>Miami</b>	STATE <b>FL</b>	POSTAL CODE <b>33137</b>	COUNTRY

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>CITIBANK, N.A.</b>					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS <b>153 East 53rd Street</b>		CITY <b>New York</b>	STATE <b>NY</b>	POSTAL CODE <b>10043</b>	COUNTRY

4. COLLATERAL: This financing statement covers the following collateral:

**SEE EXHIBITS A AND B ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.**

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

**COOK COUNTY, ILLINOIS**

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## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME

**420 N MAY PROPERTY, LLC**

OR  
9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR  
10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR  
11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13.  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut

covers as-extracted collateral

is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

**SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED  
HEREIN.**

17. MISCELLANEOUS:

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## EXHIBIT A to UCC-1 Description of Collateral

This Exhibit A is attached to and made a part of that certain UCC Financing Statement naming 420 N MAY PROPERTY, LLC, as Debtor, and CITIBANK, N.A., as Secured Party.

All of Debtor's right, title and interest (whether now owned or hereafter acquired) in and to that certain real property located in the County of Cook in the State of Illinois and as more particularly described in Exhibit A attached hereto and made a part hereof, together with all easements, rights-of-way, gaps, strips and gores of land, streets, ways, alleys, sewers, sewer rights, waters, water courses, water rights, privileges, licenses, tenements, hereditaments and appurtenances whatsoever, in any way appertaining to said real property, whether now owned or hereafter acquired by Debtor, and the (reversions, remainders, possessions, claims and demands in and to the same, and the rights of Debtor in and to the benefits of any conditions, covenants and restrictions now or hereafter affecting said real property) (collectively, the "Land"), together with:

(a) (1) all things now or hereafter affixed to the Land, including all buildings, structures and improvements of every kind and description now or hereafter erected or placed thereon whether now owned or hereafter acquired by Debtor (collectively, the "Buildings") and (2) all right, title and interest of Debtor, of whatever character (whether as owner, chattel lessee or otherwise, whether vested or contingent and whether now or hereafter acquired), in and to all building materials, supplies and other property now or hereafter stored at or delivered to the Land or any other location for installation in the Buildings, and any fixtures, fittings, machinery, appurtenances, appliances, furniture, furnishings equipment, apparatus, and personal property of every nature whatsoever now or hereafter located in or on, or attached to and used or intended to be used in connection with the Land or any of the Buildings, or in connection with the operation thereof or any construction or other work now or hereafter conducted thereon (all now or hereafter placed, attached, fixed or installed in such buildings, structures, or improvements and all replacements, repairs, additions, accessions or substitutions or proceeds hereto or therefor including, without limitation, any of the following: partitions and screens; generators, boilers, compressors and engines; fuel, water and other pumps and tanks; irrigation equipment; refrigeration equipment; pipes and plumbing; elevators and escalators; sprinkler systems and other fire extinguishing machinery and equipment; heating, ventilating, air conditioning and air cooling ducts, machinery and equipment; gas and electric machinery and equipment; facilities used to provide utility services; laundry, drying, dishwashing and garbage disposal machinery or equipment; communication apparatus, including television, radio music, and cable antennae and systems; attached floor coverings, rugs, carpets, window coverings, blinds, awnings, shades, curtains, drapes and rods; screens, storm doors and windows; stoves, refrigerators, dishwashers and other installed appliances; attached cabinets; trees, plants and other items of landscaping; and visual and electronic surveillance systems, now or hereafter located on the Land and all of such things whether now or hereafter placed thereon being hereby declared to be real property (the "Equipment")) (the Buildings and the Equipment being hereinafter collectively referred to as the "Improvements"); without limiting the foregoing, Debtor hereby grants to Secured Party a security interest in all of its present and future "equipment", "personal property", "inventory", "general intangibles", "proceeds" and "accounts" (as said quoted terms are defined in the UCC) located at or on the Land and/or the Improvements and Secured Party will have, in addition to all rights and remedies provided herein, and in any other agreements, commitments and undertakings made by Debtor to Secured Party, all of the rights and remedies of a "secured party" under the UCC. To the extent permitted under applicable law, this Mortgage will be deemed to be a "security agreement" (as defined in the UCC);

(b) all right, title and interest of Debtor, of whatever character (whether as owner, chattel lessee or otherwise, whether vested or contingent and whether now owned or hereafter acquired), any and all plans, specifications, drawings, books, records, software, documents, chattel paper and similar items relating to the Land or the Improvements, the operation thereof, any rights thereto or any interest therein;

(c) all Rents (as hereinafter defined) including, but not limited to, all payments arising from the operation of the Mortgaged Property, including, without limiting the generality of the foregoing, (A) all accounts arising from the operation of the Mortgaged Property and (B) all proceeds (whether cash or non-cash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or

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other disposition or substitution thereof and any and all of the foregoing and proceeds therefrom. "**Rents**" shall mean all (w) rents, additional rents, accounts (as defined in the UCC), accounts receivable, increases in rents, security deposits, advance rents, income, proceeds, earnings, royalties, revenues, issues, profits, rights, deposits, benefits and other payments due or to become due under, or otherwise derived from or relating to, the use or occupancy of the Mortgaged Property (including any claims (1) based on holdover by any lessee, (2) for damages sustained by Debtor, (3) in settlement for any claims of Debtor under or relating to any lease, (4) any fees or other amounts paid for the cancellation, surrender or early termination of any lease, or (5) arising under any Federal, state or other law as a result of or in connection with the bankruptcy or insolvency of any lessee and the rights to collect and receive all of the foregoing and to enforce, whether at law or in equity or by any other means, all provisions thereof or thereunder and all rights of Debtor relating thereto, (x) all rights, dividends and/or claims of any kind whatsoever relating to any leases (including damage, secured, unsecured, lien, priority and administration claims), including, without limitation, any and all (1) tax refunds, abatements and claims in tax certiorari proceedings, (2) utility deposits, credits or refunds, (3) lease surrender, termination, take-back or take-over fees, charges or payments, however characterized and (4) rights to recoupment of (I) allowances, non-accountable contributions, payments or other consideration paid, or the value of construction or work performed, (II) free rent conceded or allowed, (III) take-over, take-back or other assumption obligations paid, (IV) the cost of any other payments or inducements to or for the benefit of any tenant and (V) brokerage commissions paid or incurred, by Debtor from any tenant or other party under any lease and all proceeds resulting therefrom, and together with the right to take any action or file any papers or process in any court of competent jurisdiction, which may in the opinion of Secured Party be necessary to preserve, protect or enforce such rights or claims, including the filing of any proof of claim in any insolvency proceeding under any state, Federal or other laws and any rights, claims or awards accruing to or to be paid to Debtor in its capacity as landlord under any lease, (y) income, royalties, revenues, issues, profits, proceeds, accounts receivable and other benefits now or hereinafter arising from the Mortgaged Property, or any part thereof, and (z) the proceeds of the sale of any property of Debtor in the ordinary course of business or otherwise, and proceeds of any business interruption or rent loss insurance;

(d) all damages, royalties and revenue of every kind, nature and description whatsoever that Debtor may be entitled to receive, either before or after any Event of Default, from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Land, with the right in Secured Party to receive and apply the same to the Secured Obligations;

(e) all proceeds and claims arising on account of any damage to, or Condemnation (hereinafter defined) of, the Land and/or Improvements or any other Mortgaged Property or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Land, Improvements and/or any of the other Mortgaged Property;

(f) all right, title and interest of Debtor in and to all leases, subleases, lettings and, to the extent permitted by law, licenses affecting the Mortgaged Property, including, without limitation, any assignments thereof (including, without limitation, all guarantees of any such leases, assignments of leases and subleases and any claims (A) based on holdover by any lessee, (B) for damages sustained by Debtor, (C) in settlement for any claims of Debtor under or relating to any such leases, subleases, lettings and/or licenses, or (D) arising under any federal, state or other law as a result of or in connection with the bankruptcy or insolvency of any lessee) and, to the extent assignable, other agreements affecting the use, enjoyment or occupancy of the Mortgaged Property heretofore or hereafter entered into, and all amendments, modifications, supplements, additions, extensions and renewals thereof (the "**Leases**");

(g) all reserves, escrows and deposit accounts maintained by Debtor with respect to the Mortgaged Property, including, without limitation, all accounts established by Debtor pursuant to the Credit Agreement, together with all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

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(h) all deposits made with respect to the Land and/or Improvements, including, but not limited to, any security given to utility companies by Debtor, and all advance payments of insurance premiums made by Debtor with respect thereto and all claims or demands relating to such deposits, other security and/or such insurance; and

(i) all proceeds of any of the foregoing, including, without limitation, proceeds of any voluntary or involuntary disposition or claim respecting any of the foregoing (pursuant to judgment, condemnation award or otherwise) and all goods, documents, general intangibles, chattel paper and accounts, wherever located, acquired with proceeds of any of the foregoing or proceeds thereof.

All of the property described in paragraphs (A), (B), (C), (D), (E), (F), (G), (H) and (I) above, and each item of property therein described, is herein collectively referred to as the "Mortgaged Property."

For purposes hereof, "Mortgage" shall mean that certain Mortgage, Assignment of Rents and Leases and Security Agreement from Debtor in favor of Secured Party; and "Credit Agreement" shall mean that certain Credit Agreement between Debtor and Secured Party, each dated on or about February 27, 2023.

Unless otherwise expressly defined above, the collateral categories listed above shall be defined in accordance with the Uniform Commercial Code as enacted in the State of Illinois as of the date of filing this financing statement.

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## SCHEDULE A

### LEGAL DESCRIPTION OF THE REAL PROPERTY

PARCEL 1: SUB-LOTS 1, 2, 3, 4, 5, AND 6 IN C. J. HULLS SUBDIVISION OF LOTS 4 AND 5 IN BLOCK 8 IN OGDEN ADDITION TO CHICAGO, IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO,

LOTS 15, 16, 17 AND 18 IN THE SUBDIVISION BY THE COMMISSIONERS IN PARTITION IN CASE 23474 IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS OF THE SOUTHWARD 3 ACRES IN THE SOUTH WEST CORNER OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO,

THE PRIVATE ALLEY LYING WEST AND ADJOINING SAID LOTS 1 TO 6 INCLUSIVE IN SAID C. J. HULL'S SUBDIVISION AFORESAID, ALSO THE SOUTH 1/2 OF THE EAST AND WEST 18 FOOT VACATED PUBLIC ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE, AND SAID NORTH LINE EXTENDED WEST TO THE WEST LINE OF SAID PRIVATE ALLEY, OF AFORESAID LOT 6 IN C. J. HULL'S SUBDIVISION,

AND,

THE SOUTH 1/2 OF THE EAST AND WEST 19 FEET VACATED PUBLIC ALLEY LYING NORTH OF AND ADJOINING AFORESAID LOTS 15, 16, 17 AND 18 IN THE SUBDIVISION BY COMMISSIONERS IN COOK COUNTY, ILLINOIS.

PARCEL 2: ALL THAT PART OF LOTS 1 TO 15 INCLUSIVE IN COLGATE'S RESUBDIVISION OF LOTS 6 TO 14 INCLUSIVE IN THE SUBDIVISION BY THE COMMISSIONERS, IN PARTITION IN CASE 23474 CIRCUIT COURT OF COOK COUNTY, ILLINOIS OF THE SOUTHWARD 3 ACRES IN THE SOUTH WEST CORNER OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO,

THE VACATED ALLEY LYING EAST OF LOTS 9 TO 16 IN THE ABOVE SAID RESUBDIVISION,

ALSO,

THE SOUTH 1/2 OF THE EAST AND WEST 19 FOOT VACATED PUBLIC ALLEY LYING SOUTH OF AND ADJOINING LOTS 22 AND 23 IN THE SUBDIVISION BY THE COMMISSIONERS IN PARTITION IN CASE 23474 CIRCUIT COURT OF THE SOUTHWARD 3 ACRES IN THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF AFORESAID EAST AND WEST 19 FOOT VACATED ALLEY AND THE EAST LINE EXTENDED NORTH OF SAID LOT 17 IN COLGATE'S RESUBDIVISION; THENCE WEST ALONG SAID CENTER LINE, AND SAID CENTER LINE EXTENDED WEST, OF EAST AND WEST 19 FOOT VACATED PUBLIC ALLEY TO A POINT IN THE WEST LINE OF LOT 2 IN SAID COLGATE'S RESUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 2 IN SAID COLGATE'S RESUBDIVISION TO A POINT 150.5 FEET NORTH FROM THE SOUTHWEST CORNER OF LOT 9 IN SAID COLGATE'S RESUBDIVISION; THENCE SOUTHEASTERLY TO A POINT IN THE SOUTH LINE OF SAID LOT 9, 90 FEET EAST FROM THE SOUTHWEST CORNER THEREOF, THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 9, THE VACATED ALLEY AND LOT 19 IN THE SAID COLGATE'S RESUBDIVISION 69.14 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID LOT 19; THENCE NORTH ALONG THE EAST LINE, AND SAID EAST LINE EXTENDS NORTH OF SAID LOTS 19, 18 AND 17 IN SAID RESUBDIVISION TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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PARCEL 3: THAT PART OF LOT 3 IN BLOCK 8 IN OGDENS ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A STRAIGHT LINE DRAWN BETWEEN A POINT ON THE EAST LINE OF RACINE AVENUE (FORMERLY NORTH CENTER AVENUE) WHICH IS A DISTANCE OF 101.14 FEET SOUTH OF THE SOUTH LINE OF HUBBARD STREET (FORMERLY AUSTIN AVENUE) AND A POINT ON THE WEST LINE OF MAY STREET WHICH IS A DISTANCE OF 100.97 FEET SOUTH OF THE SAID SOUTH LINE OF HUBBARD STREET, (FORMERLY AUSTIN AVENUE),

ALSO

THE NORTH 1/2 OF THE VACATED EAST AND WEST ALLEY ADJACENT TO THE SOUTH LINE OF SAID LOT 3 IN COOK COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF LOT 5 AND LOTS 19 TO 23, BOTH INCLUSIVE, AND THE VACATED NORTH AND SOUTH ALLEY ADJACENT TO THE WEST LINE OF SAID LOT 23 AND ADJACENT TO THE SAID WEST LINE OF LOT 23 PRODUCED SOUTH TO THE CENTER LINE OF THE VACATED EAST AND WEST ALLEY IN THE SUBDIVISION BY THE COMMISSIONERS IN PARTITION CASE NO. 23474 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS OF THE 3 ACRES IN THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A STRAIGHT LINE DRAWN BETWEEN A POINT ON THE EAST LINE OF RACINE AVENUE, (FORMERLY NORTH CENTER AVENUE) WHICH IS A DISTANCE OF 101.14 FEET SOUTH OF THE SOUTH LINE OF HUBBARD STREET (FORMERLY AUSTIN AVENUE) AND A POINT ON THE WEST LINE OF MAY STREET WHICH IS A DISTANCE OF 100.97 FEET SOUTH OF THE SAID SOUTH LINE OF HUBBARD STREET (FORMERLY AUSTIN AVENUE),

ALSO,

ALL OF THE NORTH 1/2 OF VACATED EAST AND WEST ALLEY ADJACENT TO THE SOUTH LINE OF SAID LOTS 19 TO 23 IN COOK COUNTY, ILLINOIS

PARCEL 5: LOTS 1, 2, 15 AND 16 IN COLGATE'S RESUBDIVISION OF LOTS 6 TO 15 INCLUSIVE, IN THE CIRCUIT COURT PARTITION OF 3 ACRES IN THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THAT PART OF AFORESAID LOTS 2 AND 15 WHICH LIES SOUTH OF THE CENTER LINE PRODUCED WEST OF THE VACATED EAST AND WEST ALLEY WHICH LIES SOUTH OF AND ADJACENT TO LOT 23 IN AFORESAID CIRCUIT COURT PARTITION) IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Numbers: 17-08-254-004-0000;  
 17-08-254-011-0000;  
 17-08-254-012-0000;  
 17-08-254-014-0000;  
 17-08-254-017-0000;  
 17-08-254-018-0000.

Property address: 400-420 North May Street, Chicago, Illinois 60642